

Resolution No.:	<u>18-117</u>
Introduced:	<u>April 14, 2015</u>
Adopted:	<u>April 28, 2015</u>

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: Government Operations and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Career Fire Fighters Association

**Background**

1. Section 510A of the County Charter authorizes the County Council to provide by law for collective bargaining with binding arbitration with authorized representatives of County career fire fighters.
2. Chapter 33, Article X of the County Code implements Section 510A of the Charter and provides for collective bargaining by the County Executive with the certified representatives of the County's fire fighters and for review of the resulting contract by the Council.
3. On April 1, 2015, the County Executive submitted to the Council a collective bargaining agreement between the County government and the International Association of Fire Fighters, effective July 1, 2015 through June 30, 2016. The Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation for FY16.
5. The Government Operations and Fiscal Policy Committee considered and made recommendations concerning the agreement at a worksession on April 23, 2015.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

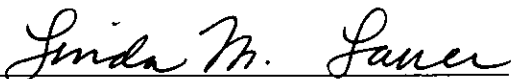
The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to fund and approve the following provisions for FY16:

1. 2% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2015.
2. 3.5% longevity increment for all eligible bargaining unit members with 20 or 28 years of service.
3. 3.5% service increments for all eligible bargaining unit members.
4. Establish a special duty differentials for Air Compressor Technicians and Meter Technicians at \$2037.
5. Changes to the leave slot procedure for the Fire and Explosives Investigation Section.
6. Tuition Assistance.

The Council intends to disapprove the group insurance provisions in the collective bargaining agreement. The Council intends to approve the group insurance provisions as they were included in the FY15 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.

  
Linda M. Lauer, Clerk of the Council

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
MONTGOMERY COUNTY CAREER FIRE FIGHTERS ASSOCIATION,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1664, AFL-CIO**

The Montgomery County Government (Employer) and the Montgomery County Career Fire Fighters, International Association of Fire Fighters, Local 1664, AFL-CIO (Union) conducted reopener negotiations pursuant to Article 50 of their collective bargaining agreement effective July 1, 2013, through June 30, 2016. As a result of those negotiations, the Employer and the Union tentatively agree that said collective bargaining agreement shall be amended according to the terms set forth below to be effective July 1, 2015.

Please use the key below when reading this document:

Underlining

[Single boldface brackets]

\* \* \*

*Added to the existing collective bargaining agreement*

*Deleted from the existing collective bargaining agreement*

*Existing language unchanged by the parties*

\* \* \*  
**Article 6**  
**Annual Leave**  
\* \* \*

**Section 6.16 Leave Slots for Fire & Explosives Investigations Section**

For bargaining unit employees assigned to the Fire & Explosives Investigation Section ("FEI") on a shift consisting of two (2) twelve (12)-hour days, two (2) twelve (12)-hour nights and four (4) days off, beginning 1/1/16 there shall be two (2) twelve (12)-hour leave slots per shift. Bargaining unit employees assigned to FEI and to this shift schedule shall select vacation leave, beginning with CY2016 leave, at a time and in a manner consistent with the existing vacation leave pick procedure applicable to field operations employees; however, FEI employees shall not compete for vacation leave with employees outside of FEI. Leave slots that are not selected for vacation leave shall be available for casual leave selection by FEI employees.

\* \* \*  
**Article 10**  
**Disability Leave**  
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**Section 10.2 Disability Leave**  
**A. Eligibility**

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment must be paid [the difference between normal County salary and the amount received under the workers' compensation law] full salary continuation in the form of disability leave for a maximum period of eighteen (18) months of temporary disability, except as set for in 10.3 (b). During the covered period of temporary disability, [the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under] under no circumstances will the employee's [adjusted] net pay be less than 100 percent of the net pay that he or she received prior to disability designation. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory time to make up the difference between workers' compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignment for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the Chief Administrative Officer.

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## **Article 17**

### **Special Duty Differentials**

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#### **Section 17.1 Disposition of Assignment Pay Differentials**

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#### **B. Self Contained Breathing Apparatus Technician, Air Compressor Technicians and Meter Technicians**

Assignment: \$1,837

Effective the first pay period beginning on or after July 1, 2014, increase the Self Contained Breathing Apparatus Technician Special Duty Pay Differential to \$2,037. Effective the first full pay period beginning on or after July 1, 2015, implement a Special Duty Pay Differential for Air Compressor Technicians and Meter Technicians in the amount of \$2,037.

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#### **[Section 17.4 Impact of Pay Differential on Other Compensation and Benefits**

The assignment pay differentials listed above in section 17.1 and the special pay and hourly differentials listed above in section 17.2, shall be included in the employees' base pay for the purposes of computing overtime rates, any existing overtime cap and retirement. Amounts received as working out of class pay and multilingual and sign language pay differential in section 17.3 shall also be included in the employees' base pay for the purposes of computing overtime rates, any existing overtime cap and retirement. Employees eligible for Hazardous

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Materials Response Team certification pay in section 17.1 subsection A will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.]

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#### Section 17.4 Impact of Special Pay Differential on Other Compensation and Benefits

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The assignment pay differentials listed above in section 17.1, special pay differentials listed above in section 17.2 [given as assignment pay], amounts received as working out of class pay and multilingual and sign language pay differential in section 17.3 shall be added to the employees' base pay and shall be factored in when computing overtime rates, any existing overtime cap and retirement. Employees eligible for certification pay for one of the above differentials will be paid in a lump sum, once a year and such pay will not be factored into computing overtime and retirement.

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### Article 19 Wages

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#### Section 19.1 Wage Increase

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- D. Effective the first full pay period on or after July 1, 2015, the base salary for all bargaining unit members shall be increased by 2.0 percent.
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#### Section 19.2 Salary Schedule

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- A. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan for the fiscal year, which appears in Appendix I, [and] II, and III of this Agreement. For employees scheduled to work a 48 hour workweek (per Article 23.1) the base salary is considered compensation for working 48 hours per week.
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\* \* \*

D. Effective at the beginning of the first full pay period beginning on or after July 1, 2010, a Step P will be added at a rate 3.5% greater than the current Step O. All employees will then receive one service increment increase. The existing Step A will then be removed from the schedule, and the remaining 15 steps will be re-lettered A through O. This pay plan adjustment, which the County Council elected not to fund in FY 2011, shall be postponed through FY2015. Such pay plan adjustment shall be a subject of the reopener for FY2016. As agreed to by the parties in the reopener negotiations, this pay plan adjustment shall continue to be postponed through FY 2016.

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### Article 55 Service Increments

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#### Section 55.8 Postponement of Service Increments

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Section 55.8 Postponement of Service Increments

Service increments that eligible bargaining unit employees were scheduled to receive in Fiscal Year 2011 pursuant to the 7/1/08 - 6/30/11 Collective Bargaining Agreement but which the County Council elected not to fund for FY 2011 shall be granted during the pay period beginning April 6, 2014. Similarly, the FY 2012 service increments that eligible bargaining unit employees would have otherwise received in Fiscal Year 2012 in accordance with this Article 55 shall be granted to eligible bargaining unit employees during the pay period beginning June 14, 2015. The FY 2013 increment that eligible bargaining unit employees would have received in Fiscal Year 2013 shall be postponed during FY2014 and 2015. The FY 2013 service increment shall be a subject of the re-opener for the 3rd year of the contract as described in Article 50. As agreed to by the parties in the reopener negotiations, the FY 2013 service increment shall continue to be postponed during FY 2016. However, no bargaining unit employee shall lose service credit for purposes of progression within the uniform pay plan.


Effective July 1, 2013, eligible bargaining unit employees shall receive an annual service increment on their anniversary date as described in this Article.


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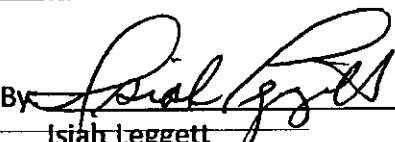
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_ day of March 2015.

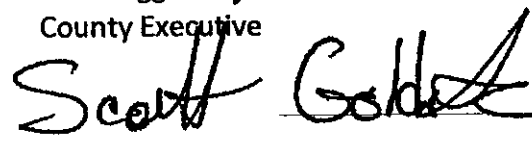
Montgomery County Career Fire Fighters,  
International Association of Fire Fighters,  
Local 1664, AFL-CIO

By:   
Jeffrey Buddle  
President

  
Approved for form and legality  
County Attorney

Montgomery County Government  
Montgomery County, Maryland

By:   
Isiah Leggett  
County Executive

  
Scott Goldstein  
Acting Fire Chief